

BEFORE THE  
U.S. DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.

In re:	)	
	)	
	)	
WIZZ AIR HUNGARY, LTD.	)	Docket DOT-OST-2022-0008
	)	
For a foreign air carrier permit pursuant	)	
to 49 U.S.C. § 41301 (U.S.-EU)	)	
	)	
	)	
	)	

SUBMISSION OF THE  
EUROPEAN COCKPIT ASSOCIATION (ECA)

Philip von Schöppenthau  
European Cockpit Association  
Rue du Commerce 22  
1000 Brussels  
Belgium  
ECA Secretary General  
Dated: February 22, 2022

Introduction

Representing over 40.000 European pilots, the European Cockpit Association invites the DOT to consider our observations and concerns about the application of Wizz Air Hungary, Ltd. ('WIZZ'), to seek consultations with the European Commission and European Aviation Safety Agency (EASA) and in the meantime to defer action on the application.

When considering the application for a permit by WIZZ, it is important to consider both social and safety aspects, as they directly pertain to provisions in the

bilateral EU-US Air Transport Agreement ('ATA'), and in order to ensure that granting of a permit does not negatively affect labour standards and/or safety standards.

The aim of this submission is to support and confirm the submission of the Air Line Pilots Association, International (ALPA).<sup>1</sup> ECA does not intend to have the US authorities solve social and safety issues in Europe. The issues described in ALPA's filing and below have already been conveyed to different European authorities by ECA, other European trade union organisations and stakeholders. It is ECA's stance that the concerned European authorities must swiftly address this situation.

ECA believes that the issues described by ALPA (anti-union record, poor labour standards and a questionable safety culture) have a negative impact both on the crews working for the airline concerned and for the rest of the European aircrew community, as it gives the airline an unfair competitive advantage based on lower labour standards and related cost structure, with dubious means of achieving these. This puts under pressure other operators to adopt similar practices which should have no place in today's global aviation industry.

The US authorities should assess, considering the information supplied by ALPA, whether the operations in the US of the requesting operator would negatively affect labour standards and/or safety standards in the US.

ECA notes that, following article 10,2 of the EU/US ATA, should the US grant the permit to the airline, aircrew that would operate from a permanent base in the US

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<sup>1</sup> Answer to the Air Line Pilots Association, International to Docket DOT-OST-2022-0008, 08/02/2022.

or on a temporary detachment to the US – in their function as airline operational staff – should comply with US laws and regulations related to entry, residence and employment in the US.<sup>2</sup>

### **WIZZ' deficient corporate safety culture**

The European Cockpit Association (ECA) is seriously concerned about what appears as a highly deficient corporate safety culture at WIZZ and its potential impact on flight safety. While this is a long-standing concern, based on feed-back from ECA's national Member Associations (the pilot associations/unions from the European region), individual pilot testimonies, and an [ECA survey](#) done in 2015 among WIZZ pilots, this concern has further grown since the beginning of the Covid crisis. It finally culminated in ECA alerting both the European Commission (Directorate General MOVE) and the European Aviation Safety Agency (EASA).

As early as in July 2020 – just a few months into the Covid crisis – ECA informed EASA and DG MOVE that WIZZ is using crews' 'absence history' as part of the criteria for determining who will be among the 250-300 pilots to be made redundant. ECA also highlighted concerns raised by the crew union FPU Romania in

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<sup>2</sup> Article 10.2: 2. The airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff who are required to support the provision of air transportation.

its 'Aviation Safety Report' to EASA (18/07/2020), detailing WIZZ redundancy criteria, i.e. crews with a record of having refused to work on Days Off, to extend maximum Flight Duty Periods (FDPs) under Commander's Discretion, and/or who have taken sick leave or reported fatigued / filed fatigue reports.

ECA reiterated these concerns in April 2021, when the information shared with EASA was confirmed and had become subject to public attention (see [Reuters report](#), 08/04/2021), after the leaking of an [audio recording](#) from a remote meeting that same month. At this meeting a senior WIZZ AIR manager is shown to ask WIZZ management/base captains to draw up lists for over 250 redundancies among its pilots. According to the recording, among the criteria to choose those 'bad apples' to be made redundant were 'anyone that has caused you grief on a routine basis', excessive sickness or declining to work on Days Off, as well as 'anyone that is not Wizz culture'. The recording purportedly also talks about an opportunity to 'clean up the airline', 'to make the next 10 years of your life managing, easy', and to have a workforce 'that's easy to manage in the next future'. ALPA discussed this recording in its submission, but we have included a link to what we believe to be the authentic recording itself at: <https://vocaroo.com/19S1cjHvqd2R>.

The potential safety implications are obvious for anybody familiar with aviation safety management. Furthermore, EU/EASA safety rules are unambiguous about the fact that flight crew are not allowed to operate an aircraft in case of physical or mental conditions rendering them unfit to perform their safety duties, be it for reasons of e.g. sickness, medical treatments, or crew fatigue (incl. the obligation to refuse operating

under Commanders Discretion when one or more crew members risk suffering from fatigue if an FDP is extended). Both individual crew and operators are bound by these rules which are intended to protect passenger safety.

However, using redundancy criteria as WIZZ reportedly did:

- acts as a tacit encouragement for WIZZ pilots to break safety rules;
- sends a detrimental signal into the operator's pilot community that presenteeism at work – despite being sick, fatigued and/or otherwise unfit – is fitting into the 'Wizz culture' and is rewarded (not sick = not sacked), and that such behaviour is expected from its pilots; and
- acts *de facto* as a punishment of all those WIZZ pilots who have previously acted in accordance with EASA safety rules.

ECA considers that an airline that tolerates and promotes such an approach to the very people who are supposed to make the airline safe, demonstrates a significant deficiency in its corporate safety culture and raises questions about the airline's ability to adequately manage its safety risks. Instead of mitigating safety hazards, such a culture – the 'WIZZ culture' – is actually creating such safety hazards. Furthermore, it is hard to imagine that such a culture can flourish within a company without support – or at least tacit endorsement – from the airline's top management. The fact that the airline only (re)acted (with an internal investigation) after the audio recording made this public, reinforces this concern.

Against this background, ECA had called upon EASA – in its role as 'Competent Authority' for WIZZ (since Aug. 2020) – and DG MOVE to take swift and

appropriate action, including an in-depth investigation and robust oversight action.

ECA recommended that this includes action towards WIZZ top management and CEO level, as well as towards and in conjunction with the Hungarian and Austrian national authorities with whom EASA coordinates its safety oversight.

While ECA has been informed in general terms that EASA followed- up on the above, it is unclear however what type of action has been taken and if any progress has been made. At this stage, ECA has no evidence at its disposal confirming that *adequate* and *effective* action has indeed been taken. Nor is there evidence that meaningful and lasting change has occurred, leading to a positive, non-punitive safety culture where front-line operational staff feel at ease and encouraged to take independent safety decisions, to report fatigue, call in sick, refuse to fly on days off or refuse to extend flight duties under Commanders Discretion – and this without fear of negative repercussions. As long as there is no such evidence, ECA remains concerned that WIZZ safety culture continues to be deficient and a potential risk to flight safety.

Finally, ECA observes that EASA's role as the 'Competent Authority' for WIZZ is still quite new (since Aug. 2020), as is the related cooperation and sharing of tasks with the Hungarian and the Austrian aviation authorities. Never before has the Agency acted as Competent Authority, meaning that experience and competence levels are still young and relatively untested – especially when confronted with safety culture related issues (as opposed to more straight-forward technical issues). It can also be assumed that EASA's related inhouse resources are consequently still limited.

Furthermore, it is unclear to ECA, who is actually overseeing EASA. In the traditional European set-up it is the Agency that oversees the national aviation authorities and their oversight over the operators. However, with EASA acting now as Competent Authority directly for an operator (and in future possibly for other operators), it is unclear to ECA whether there is independent and systematic oversight exercised over EASA itself and by whom.

To conclude on the safety aspects, ECA considers that – in order to allow the DOT and FAA to take a decision on the application – they should receive from DG MOVE and EASA concrete evidence about meaningful and adequate oversight action having taken place and being continued on an ongoing basis, as well as concrete evidence about meaningful and lasting change in WIZZ's underlying corporate safety culture (and related safety management). ECA strongly recommends that such evidence is not only provided on paper but demonstrated and independently audited in practice. In the meantime, DOT and FAA should defer action on the application until these matters have been resolved and the related evidence has been received.

### **WIZZ social practices**

As a preliminary to the contribution below, ECA indicates that, for the reasons explained below, neither our Association nor ECA Member Associations are recognized trade unions in WIZZ. Some WIZZ pilots are affiliated individually to ECA Member Associations. Therefore, the information that ECA can provide comes from the following sources:

- Information from individual pilot members of an ECA Member Association;
- Spontaneous testimonies of pilots addressed to ECA or to ECA member associations
- The survey targeting WIZZ Pilots carried out between November 24th and December 21st 2015, published in January 2016. The survey was distributed directly to 227 WIZZ pilots. 77 valid answers were received. Following this survey, ECA reached out to WIZZ's CEO with the proposal to meet and support social dialogue within the airline (Exhibit A).
- The ECA European Airlines Social Rating from 2021. 5751 pilots, from 136 airlines took part in this open survey. The aim of the survey was to allow European pilots to rate their airline's working conditions and contractual arrangements. All answers were anonymous. The methodology is described on the European Airlines Social Rating web page (<https://public.tableau.com/app/profile/europeanpilots/viz/EuropeanAirlinesSocialRating/DBOVERVIEW>). There were 133 entries concerning the applicant company. 38 pilots left comments in an open box.
- Press and media articles



### **WIZZ's extreme anti-union animus.**

ALPA's references to WIZZ's anti-union policy are sufficiently documented in its answer document<sup>3</sup>. The repression of the Romanian air crew members that started a union appears to be designed as an exemplificatory example for anyone within the airline that may be tempted to exercise their labour rights.

As demonstrated in ALPA's submission, the Airline, has not yet complied with the Judgement of the court to reinstate the workers unfairly dismissed.

In the 2021 ECA European Airlines Social Rating survey a pilot wrote "The company is terrified of allowing unions into the company because of the good work they do for employee terms and conditions. A few years ago, they came to a financial settlement with a pilot trying to generate interest in getting BALPA recognised within the airline, and he then agreed to leave the airline and stay quiet."

### **Enforcing Fundamental rights.**

All EU national laws recognise the workers right to create unions and the freedom to join unions. The right to form and join trade unions is established in legal texts from the European Union (EU Charter of the Fundamental Social Rights of

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<sup>3</sup> See footnotes 9 & 10 and Exhibits B to E from the ALPA's answer to Docket DOT-OST-2022-0008 cited in not 1 above.

Workers<sup>4</sup>) and the Council of Europe (see Article 11 of the European Convention of Human Rights<sup>5</sup> and Article 6 of the European Social Charter<sup>6</sup>).

Notwithstanding all those legal texts, the airline continues, in all impunity, to not reinstate the unfairly dismissed pilots in Romania, and is not investigated when declaring publicly that they will continue to violate the worker's fundamental rights. The reason for this impunity and lack of prosecution is complex.

Most national authorities would not intervene in the absence of a claim from an individual. In the context of pilot job shortage claims in Europe for the last 10 years combined with the company's threats to dismiss workers and to close bases if unions are created, individuals are afraid to go to courts. Furthermore, the length of procedures, the non-dissuasive nature of penalties and the incapacity for governments to enforce reinstatements discourage labour litigation.

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<sup>4</sup> Charter of Fundamental Rights of the European Union, adopted on 9 December 1989 - Article 12.1, Freedom of assembly and of association:

Everyone has the freedom of peaceful assembly and association at all levels, in particular in political, trade union and civic matters, which implies the right of everyone to form and join unions for the protection of his or her interests.

<sup>5</sup> Convention on Human Rights. Adopted in Rome, on 4 November 1950 – Article 11.1:

Everyone has the right to freedom of peaceful assembly and to freedom of association with others, including the right to form and to join trade unions for the protection of his interests.

<sup>6</sup> European Social Charter, Council of Europe, Turin, 18.X.1961 - Article 6 – The right to bargain collectively

With a view to ensuring the effective exercise of the right to bargain collectively, the Contracting Parties undertake:

1. to promote joint consultation between workers and employers;
2. to promote, where necessary and appropriate, machinery for voluntary negotiations between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective agreements;
3. to promote the establishment and use of appropriate machinery for conciliation and voluntary arbitration for the settlement of labour disputes; and recognise:
4. the right of workers and employers to collective action in cases of conflicts of interest, including the right to strike, subject to obligations that might arise out of collective agreements previously entered into.

Sometimes authorities may be somewhat accommodating with airlines as they are dependent on them to ensure the connectivity of their regions following the bankruptcy of the local carrier. Low-cost carriers are popular and losing a carrier in a regional airport may become a political issue. Some authorities fear that the airline use the same policy applied to unions: if I you upset me, I leave.

In Norway, when the government defended collective bargaining rights, WIZZ displayed the “if you upset me, I leave” approach: when the CAA Norway announced to WIZZ on 12th May 2021 that it would inspect the “working environment of crew members in civil aviation at Norwegian bases” at Oslo on 16th June 2021, Wizz Air announced on 29th May 2021 that they would close the base as of 14th June 2021, two days before the planned inspection. (Exhibit B) WIZZ said at the time it was closing its Oslo domestic operation because of “loss of reputation and market share” but made no mention of the coming inspection. In our view, the CAA Norway inspection may have played a significant role in the airline’s decision to close the Oslo base.

The EU is not competent to enforce fundamental rights on to individuals. It could, however, question the Member States’ non-enforcement of human and fundamental rights in their territories. Compliance with human rights should be a concern of the safety oversight authorities, in this case EASA. Article 89 of the EASA Basic Regulation requires the Agency to ensure that interdependencies between civil aviation safety and related socio-economic factors are taken into account to address socio-economic risks to aviation safety. The non-enforcement of social legislation by

the authorities of one Member States constitutes an unfair advantage to companies if it results in lower organizational costs and could be seen as illegal state aid.

If governments and trade unions are powerless in guaranteeing workers the respect for their fundamental rights, some protection may be coming from socially responsible business organization as reported by ALPA. A large Danish Pension Fund, Akademikerpension, decided on January 22 to withdraw their investments in this airline judging their company's anti-union policy «contrary to the human and labour rights enshrined by the UN».<sup>7</sup>

When questioned about labour relations and the recognition of unions within the airline, WIZZ explained to investors that it prefers to operate with so-called peoples council – an in-house set up which denies genuine representative rights as would third party unions and which Akademikerpension themselves expressed concerns about<sup>8</sup>.

### **The Importance of Rented Crews in the airline**

WIZZ hires a significant number of contractors as “self-employed”. Confair is the Dutch agency providing most of these pilots. Whilst the contract establishes that pilots are not employees of the airline (see a de-identified copy of a Wizz Air/Confair pilot contract in Exhibit C), it is the airline that gives instructions, prepares the

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<sup>7</sup>See Exhibits E from the ALPA's answer to Docket DOT-OST-2022-0008 cited in not 1 above.

<sup>8</sup> <https://www.reuters.com/business/aerospace-defense/investors-challenge-budget-airline-wizz-air-over-labour-rights-2021-12-15/>

schedules, decides working time, vacation, and off days. There is no difference between the work performed on a permanent contract or a self-employed contract, except - as indicated by the airlines' operations' chief<sup>9</sup> – that they are extremely cheap and can be terminated quickly. ECA believes that proper inspections must take place to assess if the self-employed pilots are misclassified and/or if the airline and the intermediary circumvent in that way EU legislation that guarantees equal pay and conditions to temporary agency workers and directly employed workers.

### **Information from the ECA Social Rating Survey**

In October 2021 ECA conducted a survey on the European pilots' perception of the social conditions in their airlines. Pilots were asked to evaluate certain aspects social factors in the companies they work for. Questions related to the use of atypical employment, contractual arrangements, as well as on representative rights, work-life balance, and overall job satisfaction.

The survey was advertised through the ECA website :

(<https://www.eurocockpit.be/news/take-survey-social-rating-european-airlines> ), the ECA newsletter and social media. The invitation was also relayed by ECA Member Associations in their communication to their members and their social media. The questionnaire was composed of 25 questions. 5.751 pilots working in 136 different airlines participated in this survey.

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<sup>9</sup> See footnotes 11 from the ALPA's answer to Docket DOT-OST-2022-0008 cited in not 1 above.

The applicant airline's scores 33/100 (highest score is 98 and lowest 8).

According to this score the airline is ranked 113 out 138. The persons responding the questionnaire gave the lowest marks in the questions related to "employee-labour relation" (average 2). The airlines' average mark for the employee satisfaction and work-life balance is 33. The average mark for contractual agreements is 44, with good results in the areas of training and diversity. The overall responses place the airline in the fourth category of airlines, which includes all companies with scores between 20 and 39. 19 airlines fall into this category.

Pilots had the opportunity to give more extensive/personal feedback in a comment box. 38 persons claiming to work for the airline used this possibility.

Most comments (14) refer to lack of support from their airline during the crisis and the way the airline unilaterally changed the terms of both employee and rented crews and how they subsequently dismissed pilots following the "bad apples" criteria. For example, a pilot explains how the pilots that did not sign the addendum to their work contract were dismissed.

Eleven comments refer to the existence of fear amongst crew. Nine refer to arbitrary decisions on issues such as rosters, days off, and changes in contracts. Four comments expand on the problematic of the anti-union policy of the airline.

The explanations about the airline's score can be found in the European Airlines' Social rating page  
<https://public.tableau.com/app/profile/europeanpilots/viz/EuropeanAirlinesSocialRating/DBAIRLINE?Airline=Wizzair>.

## **Industrial relations conditioned by a “group code”**

Finally, when taking all the above elements together, a pattern appears of staff-management relations at the airline being conditioned by what resembles to a ‘group code’, geared towards persuading the workforce to simply follow company instructions, without questioning them. This ‘code’ seems to be based on perceived fear from retaliation and group/peer pressure to not complain or object, but to ‘keep on going’ and accepting company requests e.g. to extend duties or to work on days off with its accompanied potential risk to flight safety. People that consider not following this ‘code’ would risk being labelled as not being “pro-company” and or not fitting into the ‘WIZZ culture’.

## **Conclusion**

The European Cockpit Association supports the European Airlines’ access to operate in the US under the terms of the EU/US agreement. We consider that any Party of the Agreement is entitled to carry out consultations if there are doubts about the other Party’s full compliance with the provisions in the Agreement, including that of ensuring high standards of safety and social protection. ECA considers that the concerns expressed by the Air Line Pilots Association, International, are legitimate and justified. We therefore support ALPA’s claims as expressed in their answer to the docket.

# Exhibit A



## Meeting with ECA



Dirk Polloczek

To jozsef.varadi@wizzair.com; owain.jones@wizzair.com  
Cc Philip von Schöppenthau

You forwarded this message on 23-Mar-16 11:07 AM.

Reply

Reply All

Dear Mr. Váradi,

Dear Mr. Jones,

after our brief discussion in Amsterdam at the EU Aviation Summit, I would like to take up the dialogue again. We just recently published a short summary of the results of the survey amongst the pilots of Wizzair. You can find the related article [here](#).

As you mentioned, you would be interested in meeting with us and establishing a dialogue, which could result into an open and structured dialogue between you and your pilots in your country. As you can see from the survey results, there are many issues where such a dialogue and cooperation would be very useful.

We therefore would like to propose a possible first meeting in May. We suggest to meet in the week between the 9th and the 13th of May. As your headquarters are in Geneva, we are ready to meet there, unless you will be in Brussels or Frankfurt that week.

We are looking forward to your answer and to meeting you.

Best regards,

Dirk Polloczek

**Dirk Polloczek**

President

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European Cockpit Association AISBL – *Piloting Safety*  
.....

**Wizz Air Hungary Kft.**

Reg. No: 01-09-964332

BUD International Airport, Building 221 H-1185, Budapest

Hungary



Mr. Dirk Polloczek  
President  
European Cockpit Association AISBL  
Rue du Commerce 20-22  
B-1000 Brussels

21 March 2016

Dear Mr. Polloczek

Thank you for your recent email.

It was interesting to meet you at the Amsterdam event in January.

While I thank you for your offer to meet, Wizz Air does not need a third party to facilitate ongoing dialogue with our staff. We have always encouraged and received direct feedback from colleagues and, indeed, we have already made a number of changes in response to feedback given through existing channels and which, coincidentally, related to matters to which you have now referred.

Wizz Air's company culture is something for which we have worked hard and of which we are, justifiably, proud. Our preferred approach to maintaining and continuing to build on Wizz Air's company culture, including our safety culture, is through direct engagement with all of our colleagues, including our pilots and that is something to which the company is very much committed going forwards.

Yours sincerely



József Váradi



József Váradi  
Wizz Air CEO  
BUD International Airport, Building 221 H-  
1185, Budapest

Sent by email: [jozsef.varadi@wizzair.com](mailto:jozsef.varadi@wizzair.com)

Brussels, 12 August 2015

**RE: Wizz Air Dialogue with its Pilots**

Dear Mr. Váradi,

Reading your letter from the 21<sup>st</sup> of March we understand that you do not consider it necessary or appropriate to build a social dialogue with the pilots of Wizz Air at this moment. Of course, our perception on this is different. Social dialogue means more than employees simply providing feedback. From our perspective, it entails a structured two-way communication, which is open and broad, and is beneficial and vital for all sides.

In aviation, a fair and balanced relation with key employees – your pilots – can be extremely helpful, especially in times of rapid growth. Experience has shown that companies that do grow over-proportionally, will most probably encounter difficulties in safety-management, training, employee selection and administration, and in the ability to retain pilots at the company for more than a few years. These difficulties could have negative effects on the product and brand of your airline.

The way we as ECA understand our responsibilities is not only based on pilot representation in an industrial meaning. Crucially, it is also the technical work that we do at European level and from which our members – and ultimately their employers – draw a lot of benefits: For example our contribution to the “Just Culture Declaration” in 2015, our inputs to the EU Occurrence Reporting Regulation, as well as our inputs into numerous technical EASA advisory groups, to mention just a few!

We are convinced that a possible cooperation between your airline and ECA can facilitate to build a strong, reliable and honest dialogue between you and your pilots. Such a dialogue will in the long term pay off for the company, just as it has done in many different airlines before. It can also help to make Wizz Air the preferred place to work for – and to stay with –, and to distinguish your company and brand from

some of your low fares competitors, which have actively opposed any meaningful social dialogue with their staff.

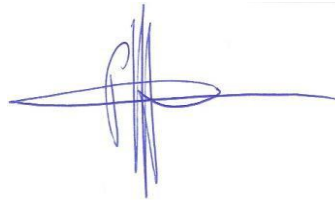
In this respect, we do not intend to stand between you and your pilots, as you have indicated in your letter. We think that while ECA can facilitate dialogue, it is the pilots of any company that are the ones to decide on their representation and how this is optimized. However, what we learned from the survey among your pilots is not what you referred to in your letter. The pure fact of numerous pilots participating in our survey shows that pilots in Wizz Air do see the need to have certain issues addressed and changed. And this not only for improving their own working environment, but for the advantage and benefit of safety management and safety culture in your airline. Adequate fatigue management is just one issue in this context.

Consequently, we would like to invite you once again to start building this dialogue with your pilots, based on an atmosphere of trust and facilitated by ECA. Any airline that wants to be successful in a sustainable manner, can only achieve that goal with its staff, not against it.

Sincerely yours,



Dirk Polloczek  
ECA President



Philip von Schöppenthau  
Secretary General

## Exhibit B



Wizz Air Hungary Ltd.  
Köer Street 1/A  
Building B  
H-1103 Budapest

Ungarn

Case handler: Karl Vikhals Fagermo  
Direct dial:  
Our date: 12.05.2021  
Our reference: 21/06531-1

Your date  
Your reference:

## Wizz Air Hungary Ltd – Notification of HSE-audit at the Norwegian base-0003-3599

### Introduction

Civil Aviation Authority in Norway (CAA Norway) announces hereby that an HSE audit will be carried out at Wizz Air's base in Oslo.

In accordance with the Working Environment Act (WEA) §18-1 and regulations on exemptions from the WEA with associated regulations for civil aviation, the working environment of crew members in civil aviation at Norwegian bases shall be supervised.

The purpose of this activity is to assess the degree of compliance with the above mentioned regulations Wizz Air's Norwegian base.

### Date, time, and scope for the audit

The HSE-audit will take place at Wizz Air's Norwegian base in Oslo **June 16<sup>th</sup>, 2021**. The time is set from 09.00 -15.00. Preliminary schedule for the audit is attached to this notification.

The HSE- audit is essentially about Wizz Air's routines linked to the systematic HSE-work for crew members, cf. regulations on exemptions from the Working Environment Act with associated regulations for civil aviation.

### Required participants:

- Base Manager
- Base captain
- Safety representative(s).
- 2-3 crew members (both pilot and cabin crew), who works from the Norwegian base.
- Others, e.g. HSE-advisor/

An occupational health service can also participate and assist you during the HSE audit.

### CAA NORWAY

T: +47 75 58 50 00  
F: +47 75 58 50 05  
E: postmottak@caa.no

Postal address:  
Postboks 243  
0011 RINDØ

Office address:  
Sjøgata 45-47  
0011 RINDØ

Billing address:  
fakturamottak@caa.no

Fakturamottak DFØ  
Postboks 4104  
2307 HAMAR

Our date  
12.05.2021

Our reference  
21/06531-1

The CAA Norway will be represented by HSE- inspectors Kari Vikhals Fagermo and Monica Bogen. For inquiries regarding the HSE-audit, please contact Kari Vikhals Fagermo by phone +47 414 22 944, or by e-mail [kvf@caa.no](mailto:kvf@caa.no).

We ask that you confirm that you have received this notification. Please send your response to [postmottak@caa.no](mailto:postmottak@caa.no)

Before the HSE-audit, we ask you to submit documentation on how Wizz Air manage the systematic HSE work. For example, such documentation may be:

- HSE-handbook for the Norwegian base (If digital, this can be solved by giving us a temporary guest access)
- Action plans / report (follow-up after safety inspections) Report(s) from working environment committees (AMU)
- Public reports from meetings between safety representatives
- Action plans/reports from risk assessments
- Documentation that safety representatives and AMU-members have received appropriate training (40- hours training)
- Any other documentation regarding work environment and HSE that may be relevant for the HSE-audit.

Please send your documentation to Kari Vikhals Fagermo, [kvf@caa.no](mailto:kvf@caa.no) within June 7<sup>th</sup>, 2021.

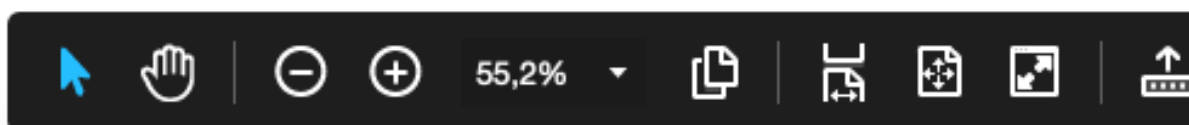
Yours sincerely

Erik Hammer  
Head of Section  
Human Performance - Education - Training

Kari Vikhals Fagermo  
Senior advisor work environment  
Human Performance - Education - Training

*This document has been electronically validated, thus eliminating the need for a physical signature.*

Copy to: Dmytro Yakovenko, Menneskelig ytelse og utdanning, Menneskelig ytelse og utdanning, Wizz Air Hungary Ltd., Wizz Air Hungary Ltd.



**Preliminary schedule for the HSE-audit at Wizz Air's base in Norway**

<b>June 16<sup>th</sup>. 2021</b>	<b>Activity</b>	<b>Participants</b>	<b>Agenda</b>
0900-0930	<b>Opening meeting</b> <ul style="list-style-type: none"> <li>• Presentation of CAA Norway</li> <li>• Presentation of Wizz Air's base in Norway</li> </ul>	Management, safety representative CAA Norway	<ul style="list-style-type: none"> <li>• Presentation</li> <li>• What is the purpose the day?</li> <li>• Practical run through of the day</li> </ul>
0930-1100	Interview of the management	Management CAA Norway	Systematic HSE work within the Norwegian base
1100-1200	Lunch 30 min		
1200-1300	Interview of the safety representative	Safety representative(s) CAA Norway	Systematic HSE work within the Norwegian base
1330-1400	Interview with 2-3 crew members	2- 3 crew members CAA Norway	Systematic HSE work within the Norwegian base
1400-1430	Summary meeting	CAA Norway	
1430-1500	<b>Closing meeting</b>	Management, safety representative and CAA Norway	Joint summary of preliminary findings, and further process.

**CAA NORWAY**

T: +47 75 58 50 00  
 F: +47 75 58 50 05  
 E: [postmottak@caa.no](mailto:postmottak@caa.no)

Postal address:  
 Postboks 243  
 4001 RODØ

Office address:  
 Sjøgata 45-47  
 4006 RODØ

Billing address:  
[fakturmottak@caa.no](mailto:fakturmottak@caa.no)

Fakturmottak DFØ  
 Postboks 4104  
 2207 HAMAR



## Exhibit C




## CONTRACT FOR SERVICES

### The undersigned

1. **Confair Consultancy BV**, a private limited company with its registered office at 3605 LW Maarssen at Bisonspoor 8008, duly represented in this matter by Mr J.W. van 't Riet, hereinafter referred to as "Confair";

and

2.   
hereinafter referred to as: the "Service provider";


Confair and the Service Provider are hereinafter also jointly referred to as the "Parties".


### Whereas

- Confair is involved in the assignment of pilots at and hiring pilots for various airlines.
- The Service Provider holds a commercial pilot licence and a medical certificate for performing air operations and activities in the capacity of Captain and offers such as a service.
- Confair wishes to make use of the services of the Service Provider subject to the conditions laid down in this contract (the "Contract") and wishes to instruct the Service Provider to perform activities for third parties without establishing an employment relationship.
- The Parties wish to contract with each other exclusively on the basis of a contract for services within the meaning of Articles 7:400 et seq. of the Dutch Civil Code;
- The Parties expressly do not intend to conclude an employment contract within the meaning of Article 7:610 et seq. of the Dutch Civil Code.
- The Service Provider is willing to accept the activities in any event and for the conditions to be referred to below.

### Declare that they have agreed as follows

#### Article 1 Activities


- 1.1 The Service Provider will perform activities as from 01 May 2018 on the instructions of Confair for Wizz Air Group ("Airline"). The Service Provider will perform his/her activities aboard the aircraft and on the flight routes to be indicated by the Airline in the capacity of Captain.
  - 1.2 The Service Provider performs the assignment in principal from CLJ . If and to the extent a change to the home base is necessary, Confair will consult with the Service Provider in this connection at least one (1) month prior to the intended change.
  - 1.3 Depending on the wishes of the Airline, the Service Provider must be willing to perform the activities all days of the week, including weekends.
  - 1.4 The Service Provider is free within the boundaries and objective of the assignment to structure and carry out the assignment as he/she sees fit. The Service Provider is required to carry out the assignment to the best of his/her knowledge and abilities and will comply with the Airline's
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instructions concerning the performance of the assignment in accordance with his obligations pursuant to Article 7:402 of the Dutch Civil Code.

- 1.5 The Service Provider shall, when on duty or available to perform duties, follow the laws and rules and instructions, being the most restrictive of the following, and preferably in the given order:
- (I) International and European agreements.
  - (II) National laws in the place of operation.
  - (III) Regulations issued by the CAA of the country where the Airline has located its management.
  - (IV) Aircraft Manual (FCOM).
  - (V) Operations Manual (SOP) issued by the Airline.
  - (VI) Operational instructions issued by the Airline.
  - (VII) This agreement.
  - (VIII) Common sense.

When decisions and/or actions have to be made that have not been described by the laws, rules and/or instructions listed above, the Service Provider shall decide and/or act in the interest of safety and security of crew and passengers and in the legal and commercial interest of the Airline.

- 1.6 The Airline applies an Operations Manual in accordance with the international, European and/or national statutory regulations. The Service Provider is obliged (by law) to comply with the regulations in the Operations Manual.
- 1.7 As regards the performance of the assignment, the Service Provider keeps himself/herself available, such in accordance with the Airline's scheduling and Flight Time Limitation Program. Confair does not guarantee a minimum number of block hours to be worked.
- 1.8 The Service Provider declares that he holds a valid commercial pilot licence and a medical certificate, and that he/she is sufficiently qualified and competent for the activities to be performed in the capacity of Captain. The Service Provider declares that he will participate in the required training courses and/or the training courses prescribed by the aviation authorities in order to maintain his/her licence and skills. The costs will be for the account of the Airline.
- 1.9 The Service Provider shall produce evidence of all licenses, including personal insurance, held by him/her to Confair and take such steps (if any) as may be required to qualify himself/herself under the applicable laws to undertake all duties assigned to him based upon this Agreement. Therefore the validity of his flying license, medical passport and airline pass during duty time is considered a basic element of this agreement and these documents need to be carried with the Service Provider at all times. The Service Provider is responsible for the validity of the necessary documents and vaccinations whilst providing his services for the period required fulfilling this agreement. Confair and/or the Airline shall inform the Service Provider of the required documentation and vaccinations. The Service Provider will provide evidence of the (valid) required documents and vaccinations upon request of Confair and/or the Airline.
- 1.10 In accordance with international, European and/or national regulations, the Service Provider shall at any time during the period of this Agreement submit at the request of Confair to a medical
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[REDACTED]

examination by any registered medical practitioner nominated by Confair in the Service Provider's home country and shall, as part of such examination, submit to any x-ray or other diagnostic tests or procedures proposed by the medical practitioner.


- 1.11 The Service Provider will inform Confair immediately if the Service Provider for any reason whatsoever is unable to carry out the assignment that was granted.
- 1.12 The Service Provider is free to accept assignments from third parties.
- 1.13 In accordance with the international, European and/or national statutory regulations, the Service Provider is entitled to two (2) days off per month, without the loss of Compensation.

#### **Article 2 No employment relationship**

- 2.1 The Parties hereby declare expressly that they do not qualify and will not qualify their relationship pursuant to this contract as an employment relationship. The Parties hereby declare that they do not intend to establish an employment relationship and that an employment relationship does not and will not exist and hereby irrevocably and unconditionally waive the right to invoke this.
- 2.2 The Parties will do everything required by law in order to ensure that their legal relationship is considered to be a contract for services.
- 2.3 The Service Provider will arrange for all necessary insurance policies, including professional or business liability insurance, which provide sufficient cover against losses that may arise during or as a result of the performance of the agreed activities. In accordance with international, European and/or national legislation, the Service Provider will furthermore be registered with the Airline's Legal Liability Insurance Policy/Airline's Incident/Accident and Medical Repatriation Insurance within the context of the performance of his activities for the Airline. Policy ref. number WHR\_Insurance\_01\_R00, Effective: November 1, 2007. The AIRLINE provides a permanent loss of license insurance for the amount of EUR 10,000 up to EUR 40,000 on a yearly basis (dependent on fee). Increase coverage up to EUR 80,000 with contribution to be paid by the SERVICE PROVIDER.

#### **Article 3 Term**


- 3.1 This Contract was concluded for an indefinite period as from [REDACTED]
  - 3.2 The Parties have the right to terminate this Contract prematurely with due observance of a notice period of three (3) months. Notice of termination must be given in writing; by e-mail or by registered letter.
  - 3.3 Confair has the right to terminate this Contract and any assignment that follows from it extrajudicially and with immediate effect by means of a registered letter without requiring a warning, notice of default or judicial intervention, if:
    - a. The Service Provider applies for a (provisional) suspension of payments, is granted a
- [REDACTED]


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- 4.2 The Compensation is considered to be an all-in compensation. Any tax claims, payable national insurance contributions, fines and/or interest, arising from this Contract, are entirely for the account and risk of the Service Provider without exception.
- 4.3 Within the context of the performance of the assignment, the Service Provider will be allowed to use the ground transportation between the housing facility and airfields at layover stations or standard hotel accommodation or apartment at the layover stations made available by the Airline.
- 4.4 The Service Provider will be provided with a booked airline ticket at commencement and termination of the duties, between the place of origin of the Service Provider and base or layover station of the Airline.
- 4.5 The Service Provider is obliged to keep a record of the hours worked.
- 4.6 Confair manages a digital portal ("Digital Portal") for keeping a record of the hours worked and for sending invoices. Confair makes this Digital Portal available to its service provider. The Service Provider is free - at its discretion - to use the Digital Portal. This means that Confair draws a digital invoice (self-billing) on the basis of the activities performed. After explicit consent of the Service Provider, Confair will pay the amount of the invoice to the Service Provider within two weeks after the monthly determination. If and to the extent the Service Provider uses the Digital Portal, Confair will withhold an amount of EUR 15 per month from the Compensation for these administrative services.
- 4.7 If and to the extent the Service Provider does not wish to use the Digital Portal, the Service Provider will be required to notify Confair thereof at the latest before the last day of the calendar month. In such cases, the Service Provider will invoice the Compensation payable for the activities to Confair before the last day of each calendar month while submitting the hours approved by the Airline.
- 4.8 Confair will pay the invoice within ten (10) days after the end of the calendar month by means of a transfer into a bank account number to be indicated by the Service Provider to Confair. Any banking charges will be for the Service Provider's account.
- 4.9 The Service Provider does not have a claim against the Airline as regards payment of the Compensation.

#### **Article 5 Repayment obligation**

- 5.1 Not Applicable

#### **Article 6 Guarantees and indemnifications**

- 6.1 The Service Provider guarantees towards Confair correct compliance with all national tax and insurance legislation. Confair is not liable pursuant to this Contract to withhold taxes nor is Confair subject to any national insurance obligation towards the Service Provider.
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- 6.2 The Service Provider will provide to Confair copies of all applicable information concerning payment of national insurance contributions and taxes to the relevant authorities at Confair's first request.
- 6.3 If it should be determined that an employment relationship exists from a tax or national insurance perspective, the Compensation paid by Confair to the Service Provider will apply as a gross salary including holiday allowance. The Service Provider indemnifies Confair against all possible additional tax assessments and related claims on the part of the Tax and Customs Administration or the national insurance authority. The Service Provider will indemnify Confair in full upon its first request against the aforementioned claims.


#### **Article 7 Alcohol prohibition**


- 7.1 The Service Provider is not allowed during the period he performs or should perform activities (in case of flight orders: between reporting in and reporting out) or for a period of 12 hours before the start of a duty and in the event he/she wears the uniform prescribed by the Airline in public areas or areas that are accessible to the public, to consume, be under the influence of or carry alcohol and/or drugs and/or any other mind-altering substances of any kind.
- 7.2 The Service Provider is not allowed to consume alcohol and/or drugs and/or any other mind-altering substances excessive within 24 hours before the start of a duty.

#### **Article 8 Liability**

- 8.1 The Service Provider indemnifies Confair against all third-party claims for compensation of damage to the extent the damage results from the acts or omissions of the Service Provider during or in connection with the performance of the assignment within the context of this Contract.

#### **Article 9 Confidentiality**

- 9.1 Both during and after this Contract has ended, the Service Provider will observe confidentiality concerning all particulars of the business of Confair, the Airline and companies affiliated with it, in respect of which the Service Provider can be deemed to be aware that this information is confidential in nature, such in the broadest sense of the word.
- 9.2 The Service Provider is not allowed, during the assignment and after it has ended, to make any statements to third parties, directly or indirectly, in any form or capacity whatsoever, expressly including statements made on social media, concerning any information relating to the business of Confair, the Airline and the companies affiliated with it.
- 9.3 The Service Provider is required to request and obtain Confair's prior, written approval for oral or written publications that could have an impact on the interests of Confair and/or the Airline in any way.
- 9.4 Company property, including but not limited to customer lists, contracts, techniques/mechanisms, manuals, policy as well as correspondence, notes, automated files and other data carriers etc. that concern the business matters of Confair and/or the Airline are and will remain the property of
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Confair or the Airline. All company property must be handed in without delay by the Service Provider to Confair or the Airline at Confair's first request but in any event at the end of the assignment and/or this Contract.

**Article 10 Reporting the loss of company property**

- 10.1 The Service Provider is obliged to report the theft and/or loss of all items and/or documents made available to him within the context of the performance of the assignment or used by the Service Provider within the context of the performance of the assignment, including but not limited to documents, telephone, laptop, keys, cards, login details and other items and/or documents that concern the business matters of Confair or the Airline in any way, to Confair immediately after the loss or theft is discovered.

**Article 11 Non-recruitment clause**

- 11.1 Both during the term of this Contract and for a period of two years after it has ended, irrespective of the manner in which or the reasons why the Contract ended, the Service Provider will not be allowed, without Confair's written approval, to induce employees of or persons with an employment relationship with Confair to terminate their contract with Confair.


**Article 12 Third-party remuneration**


- 12.1 The Service Provider will not accept money or other rewards from third parties in connection with his activities for Confair and/or the Airline.

**Article 13 Penalty Clause**

- 13.1 In the event the Service Provider violates or fails to comply with one or more of the obligations referred to in articles 7 to 12, the Service Provider will forfeit to Confair an immediately due and payable penalty without requiring further notice of default or judicial intervention of €5,000 per violation, to be increased by €500 for each day the violation continues.
- 13.2 Payment of the penalties referred to in this paragraph does not release the Service Provider from the obligations included in the above articles.

**Article 14 Arbitration**

- 14.1 All disputes that may arise pursuant to the present contract or any further contracts that result therefrom or that are related thereto in the broadest sense of the word will be subject to arbitration. The parties waive their right to submit the dispute to the ordinary courts.
- 14.2 The arbitral tribunal will consist of one arbiter. Following mutual consultation, the parties will appoint an arbiter jointly in accordance with the following procedure. Confair will first make a written proposal concerning the arbiter to be appointed. If the Service Provider does not accept Confair's proposal, the Service Provider will make a written proposal for an arbiter to be appointed within seven days after receiving Confair's proposal. If and to the extent the Service
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Provider does not make a written proposal to Confair or fails to do so on time, the arbiter proposed by Confair will be deemed to have been appointed. If Confair does not accept the Service Provider's proposal, Confair will request the Netherlands Arbitration Institute within seven days after receiving the Service Provider's proposal to appoint an independent arbiter, which arbiter will be deemed to have been appointed by the parties.

- 14.3 The place of arbitration will be Utrecht.
- 14.4 The proceedings will be conducted in the English language.
- 14.5 The arbiter will perform the assignment independently, impartially and to the best of its knowledge and abilities. The arbiter will decide in all fairness.
- 14.6 For the course of the procedure, the parties declare the Arbitration Regulations of the Netherlands Arbitration Institute applicable.
- 14.7 In first instance, the costs of the arbiter who has been appointed and any costs of the Netherlands Arbitration Institute are for the account of the claimant or, as the case may be, the applicant. The unsuccessful party is ordered to pay the costs of the arbitration proceedings. If the parties have both been partially unsuccessful, the arbiter may divide all or part of the costs of arbitration. The arbiter may order the unsuccessful party to pay a reasonable compensation for the legal assistance of the party that was successful.
- 14.8 Appeal against the award of the arbiter is not possible.

**Article 15 Notice related to the agreement**

- 15.1 Unless specified otherwise in this Contract, any notice in connection with the Contract shall be in writing, in English and delivered by hand, email or registered post.

**Article 16 Final provisions**

- 16.1 This Contract includes the entire agreement between the Service Provider and Confair concerning the activities described in this Contract.
  - 16.2 If this Contract includes provisions that are void, such will not lead to voidness of the other provisions of this Contract. The void provision will be replaced by a valid provision that corresponds as much as possible to the parties' intention in the void provision.
  - 16.3 Changes or additions to this Contract are only possible in writing by means of a document that has been signed by both Parties. In the event of a change to the international, European or national legislations, both parties are obliged to comply with such changes if and to the extent provisions of the present contract are contrary to (changes of) legislation or regulations, the international, European or national legislation and regulations will prevail.
  - 16.4 This Contract is governed by Dutch law.
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